

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

DATA LIBRARY CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 19____ by and between the State of California, Department of Health Services, Office of Medi-Cal Procurement, through its duly authorized representative, hereafter called "the State," and _____, hereafter called "Proposer."

RECITALS

- A. For the purposes of facilitating the preparation of proposals for this Procurement, a Data Library has been established. The data and materials in this Library are confidential and otherwise unavailable for public review.
- B. It is essential that specified measures be taken by each Proposer being accorded access to the library materials in order to safeguard the confidentiality of such materials.
- C. The parties desire to define and set forth the precautions and specific safeguards to be taken by the Proposer and the State in order to preserve the confidentiality of the Library materials.

NOW THEREFORE, the parties hereto agree as follows:

SECTION I: THE LIBRARY MATERIALS GENERALLY

- A. **Permitted Users** - The Proposer hereby certifies that it understands that the materials contained in the Procurement Project Data Library are confidential in nature. The Proposer agrees that the Library materials provided by the State of California are provided solely for the purpose of preparing a response to the Request For Proposal (RFP).
- B. **Security Procedures** - It is agreed that any confidential information contained in the Data Library, or future information made available, is designated by the State as confidential, including information on a medium other than paper. Such information will not be disclosed to anyone other than the personnel listed in Enclosure B to this Agreement who will use the materials exclusively in the performance of their duties while working on the proposal.

- C. **Prohibited Use** - It is further agreed that the Proposer will not copy or otherwise reproduce any library information without the express written approval of the State and that such information remains the property of the State and must be returned intact, including copies, on demand, or within 10 days after either the award of a contract or any notice by the State of an intent not to award a contract.

SECTION II: APPLICANT AND RECIPIENT PERSONAL INFORMATION

- A. **Confidentiality Agreement** - The Proposer agrees that by receiving materials from the Library, it is bound by the provisions of the California Welfare and Institutions Code 14100.2, to the same extent that a public officer or agency is bound in connection with the administration of the Medi-Cal program. Subdivision (a) of section 14100.2 sets forth the requirement that personal information concerning applicants and recipients be kept confidential. That subsection specifically provides as follows:

“Except as provided in this section and to the extent permitted by federal law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data, including diagnosis and past history of disease or disability”.

The Proposer further understands that unauthorized disclosure of confidential information can expose it to criminal liability.

- B. The Proposer and its employees, agents, or subcontractors shall protect from unauthorized disclosure, names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Proposer, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- C. The Proposer, its employees, agents, or subcontractors shall use such identifying information as may be provided solely for the purpose of preparing a proposal to the RFP scheduled for release.
- D. The Proposer shall promptly transmit to the State all requests for disclosure of such identifying information.
- E. The Proposer shall not disclose, except as otherwise specifically permitted by this Agreement, any such identifying information to anyone other than the State without prior written authorization from the State.
- F. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

SECTION III: INDEMNIFICATION BY THE CONTRACTOR

- A. The Proposer agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees:
1. From any and all claims and losses accruing or resulting to any and all Proposers, or other person, firm, corporation, or other entity participating in this procurement, if those claims and losses result from actions taken by proposer in connection with this procurement;
 2. From any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by the error, omission, or negligent act or willful misconduct (including, without limitation, failure to comply with federal and State Medi-Cal regulations) of the Proposer, its officers, employees, or subproposers in connection with this procurement; and
 3. From any and all claims and losses resulting to any person or firm injured or damaged by the Proposer, its officers, employees, or subproposers by the publication, reproduction, delivery, performance, use, or disposition of any information gathered pursuant to this procurement in a manner prohibited or not authorized by this procurement, or by any federal or State laws or regulations.

SECTION IV: OTHER PROVISIONS

- A. The Proposer shall return all confidential materials, and any copies thereof, within one (1) week of a written demand by the State for such materials, or within 10 days after the award of a contract. A failure to return such materials shall be deemed a breach of this agreement.
- B. By the Proposer's signature below, the Proposer acknowledges and agrees that failure to observe the terms and conditions of this Agreement may result in injury to the State and may disqualify the Proposer from further bidding on the contract.

Date: _____ Signature: _____

Name printed: _____

Title: _____

Organization: _____